

SERFF Tracking Number: CNNA-125699189 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CCA-08-6012-AR
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CCA-08-6012-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CCA-08-6012-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

Effective Date Requested (New): 01/01/2009

Effective Date Requested (Renewal): 01/01/2009

SERFF Tr Num: CNNA-125699189 State: Arkansas

SERFF Status: Closed

Co Tr Num: CCA-08-6012-AR

Co Status:

Author: Sharon Whitaker

Date Submitted: 06/18/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 06/19/2008

Disposition Status: Approved

Effective Date (New): 01/01/2009

Effective Date (Renewal):

01/01/2009

State Filing Description:

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 06/19/2008

State Status Changed: 06/18/2008

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file forms per the attached memorandum.

Final copies are attached for your review.

Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by October 1, 2008, for the software to be mailed to our agents on November 1, 2008, for the effective date of January 1, 2009.

Your approval is respectfully requested for use on policies effective on or after January 1, 2009.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon_grubbs@cinfin.com
 6200 S. Gilmore Road (513) 870-2091 [Phone]
 Fairfield, OH 45014

Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	06/18/2008	20963102

SERFF Tracking Number: CNNA-125699189

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/19/2008	06/19/2008

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Disposition

Disposition Date: 06/19/2008

Effective Date (New): 01/01/2009

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Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125699189 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	BROADENED COVERAGE - GARAGES WITH TOBACCO HEALTH HAZARD EXCLUSION	Approved	Yes
Form	BROADENED COVERAGE - GARAGES WITH FUNGI OR BACTERIA AND TOBACCO HEALTH HAZARD EXCLUSIONS	Approved	Yes

SERFF Tracking Number: CNNA-125699189

State: Arkansas

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Company Tracking Number: CCA-08-6012-AR

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: CCA-08-6012-AR

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	BROADENED COVERAGE - GARAGES WITH TOBACCO HEALTH HAZARD EXCLUSION	AA 276	10 07	Other	Replaced	Replaced Form #:0.00 AA 276 05 06 Previous Filing #: CCA-07-6003-AR		AA276 10-07.pdf
Approved	BROADENED COVERAGE - GARAGES WITH FUNGI OR BACTERIA AND TOBACCO HEALTH HAZARD EXCLUSIONS	AA 277	10 07	Other	Replaced	Replaced Form #:0.00 AA 277 05 06 Previous Filing #: CCA-07-6003-AR		AA277 10-07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - GARAGES WITH TOBACCO HEALTH HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
Named Insured:	
Countersigned by:	

(Authorized Representative)

SCHEDULE

Personal and Advertising Injury

Limit of Insurance \$ _____

The **Fire or Explosion Legal Liability Coverage** Limit of Insurance is \$100,000 for any one fire or explosion unless another limit is shown below:

Fire or Explosion Liability Limit of Insurance \$ _____

The premium for this endorsement is \$ _____

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends

when the Personal and Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is an Insured

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and advertising injury" resulting from the conduct of any other partnership.

- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. Coverage Extensions

Supplementary Payments

We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal and Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal and Advertising Injury Limit of Insurance.

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

B. Exclusions

1. This insurance does not apply to:

- a. "Personal and advertising injury":
 - (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
 - (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
 - (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
 - (4) Arising out of oral or written publication of material whose first pub-

lication took place before the effective date of this insurance.

- (5) Arising out of a criminal act committed by or at the direction of any "insured".
- (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- (9) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- (12) Arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (13) To:
 - (a) A person arising out of any:

- 1) Refusal to employ that person;
 - 2) Termination of that person's employment; or
 - 3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs 1), 2) or 3) above is directed.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(14) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

(15) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

c. This insurance does not apply to any liability or damage arising out of:

(1) "Health hazards" from use of "tobacco products";

(2) "Health hazards" caused by or contributed to by second-hand smoke from "tobacco products";

(3) The furnishing of "tobacco products" to a person under the legal smoking age; or

(4) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of "tobacco products".

2. The following is added to Paragraph **B. Exclusions** of **SECTION II - LIABILITY COVERAGE**:

Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

C. Personal and Advertising Injury Limit of Insurance

The following is added to the **Limit of Insurance - "Garage Operations" - Other Than Covered "Autos"** Provision in **SECTION II - LIABILITY COVERAGE**:

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages for any one "loss" or "accident" because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage - Garages endorsement.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other than Covered "Autos"

for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. Additional Definitions

As used in this endorsement:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Health hazards" include, but are not limited to, the actual or alleged emergence, contraction, aggravation or exacerbation or fear of the emergence, contraction, aggravation or exacerbation of any form of cancer, cancerous or precancerous condition, arteriosclerosis, heart disease, emphysema, lung disease or any other injury, disease, malady or impairment of the health of the human body arising out of, in whole or in part, the:
 - a. Ingestion, consumption, inhalation or use of; or
 - b. Exposure to the ingestion, consumption, inhalation or use of;
any "tobacco product".
3. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
4. "Tobacco product" includes, but is not limited to, tobacco (including raw and cured tobacco), cigars and cigar wrappers, pipes and pipe tobacco, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, tobacco substitutes, cigarettes and cigarette paper, gaseous or solid residues or byproducts of tobacco use or consumption, smoke from any of the above, and any chemical, mineral, or other product sprayed on, applied to or found within or used in conjunction with, any of the above.

SECTION II - HOST LIQUOR LIABILITY COVERAGE

Liability Coverage is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE OR EXPLOSION LEGAL LIABILITY COVERAGE

Liability Coverage for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3. through 19. do not apply to the insurance provided by this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Auto", the most we will pay for all "property damage" resulting from any one fire or explosion is \$100,000 unless another limit is shown in the Schedule of the Broadened Coverage - Garages endorsement.
- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these,

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional health care services;
2. Furnishing food or drink connected with any medical or other professional health care services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

SECTION V - NON-OWNED WATERCRAFT COVERAGE

Liability Coverage is changed as follows:

- A.** The **Watercraft or Aircraft** exclusion is replaced by the following:

This insurance does not apply to:

1. Any aircraft; or
2. Any watercraft except a watercraft under 51 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B.** If there is other applicable insurance covering damages payable under Non-Owned Watercraft Coverage, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

Liability Coverage is changed by adding the following to **Who is an Insured**:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESSES (90 days)

As used in this endorsement:

"Insured" means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A.** The **Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that occurs during the policy period shown in the Declarations within the coverage territory.

For the purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

1. The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
2. The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B.** We will not provide Limited Worldwide Liability Coverage for any "work you performed".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - GARAGES WITH FUNGI OR BACTERIA AND TOBACCO HEALTH HAZARD EXCLUSIONS

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
Named Insured:	
Countersigned by:	

(Authorized Representative)

SCHEDULE

Personal and Advertising Injury

Limit of Insurance \$ _____

The **Fire or Explosion Legal Liability Coverage** Limit of Insurance is \$100,000 for any one fire or explosion unless another limit is shown below:

Fire or Explosion Liability Limit of Insurance \$ _____

The premium for this endorsement is \$ _____

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. Coverage

We will pay all sums the "insured" legally must pay as damages because of "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider

appropriate. Our duty to defend or settle ends when the Personal and Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is an Insured

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) or their spouses nor your members (if you are a limited liability company) or their spouses is an "insured" for "personal and adver-

tising injury" resulting from the conduct of any other partnership.

- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. Coverage Extensions

Supplementary Payments

We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal and Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against an "insured" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal and Advertising Injury Limit of Insurance.

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

B. Exclusions

- 1. This insurance does not apply to:

- a. "Personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.

- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of a criminal act committed by or at the direction of any "insured".
- (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- (9) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (11) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

- (12) Arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(13) To:

- (a)** A person arising out of any:
 - 1)** Refusal to employ that person;
 - 2)** Termination of that person's employment; or
 - 3)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (b)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **1), 2)** or **3)** above is directed.

This exclusion applies:

- (a)** Whether the insured may be liable as an employer or in any other capacity; and
 - (b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (14)** Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (a)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (b)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (c)** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- (15)** Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1)** Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

2. This insurance does not apply to:

a. "Personal and advertising injury" caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1)** Inhalation of;
- (2)** Ingestion of;
- (3)** Contact with;
- (4)** Absorption of;
- (5)** Exposure to;
- (6)** Existence of; or
- (7)** Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

b. Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;

c. Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1)** The existence of "fungi" or bacteria;

- (2) The prevention of "fungi" or bacteria;
- (3) The remediation of "fungi" or bacteria;
- (4) Any operation described in Paragraph 2. b. above;
- (5) Your "products"; or
- (6) "Work you performed"; or

d. Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs 2. a., b. or c. above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

- 3. This insurance does not apply to any liability or damages arising out of:
 - a. "Health hazards" from use of "tobacco products";
 - b. "Health hazards" caused by or contributed to by second-hand smoke from "tobacco products";
 - c. The furnishing of "tobacco products" to a person under the legal smoking age; or
 - d. Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of "tobacco products".

4. The following is added to Paragraph B. Exclusions of SECTION II - LIABILITY COVERAGE:

Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

C. Personal and Advertising Injury Limit of Insurance

The following is added to the Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" Provision in SECTION II - LIABILITY COVERAGE:

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" and regardless of the number of "insureds", claims made or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all

damages for any one "loss" or "accident" because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit of Insurance shown in the Schedule of the Broadened Coverage - Garages endorsement.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. Additional Definitions

As used in this endorsement:

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 3. "Health hazards" include, but are not limited to, the actual or alleged emergence, contraction, aggravation or exacerbation or fear of the emergence, contraction, aggravation or exacerbation of any form of cancer, cancerous or precancerous condition, arteriosclerosis, heart disease, emphysema, lung disease, or any other injury, disease, malady or impairment of the health of the human body arising out of, in whole or in part, the:
 - a. Ingestion, consumption, inhalation or use of; or
 - b. Exposure to the ingestion, consumption, inhalation or use of;
 - any "tobacco product".
- 4. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;

- b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
5. "Tobacco product" includes, but is not limited to, tobacco (including raw and cured tobacco), cigars and cigar wrappers, pipes, and pipe tobacco, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, tobacco substitutes, cigarettes and cigarette paper, gaseous or solid residues or byproducts of tobacco use or consumption, smoke from any of the above, and any chemical, mineral, or other product sprayed on, applied to or found within or used in conjunction with, any of the above

SECTION II - HOST LIQUOR LIABILITY COVERAGE

Liability Coverage is changed by adding the following:

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - FIRE OR EXPLOSION LEGAL LIABILITY COVERAGE

Liability Coverage for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusions 3. through 19. do not apply to the insurance provided by this endorsement.
- C. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than "Auto", the

most we will pay for all "property damage" resulting from any one fire or explosion is \$100,000 unless another limit is shown in the Schedule of the Broadened Coverage - Garages endorsement.

- D. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

Liability Coverage is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

- 1. Providing or failing to provide any medical or related professional health care services;
- 2. Furnishing food or drink connected with any medical or other professional health care services; or
- 3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

SECTION V - NON-OWNED WATERCRAFT COVERAGE

Liability Coverage is changed as follows:

- A. The **Watercraft or Aircraft** exclusion is replaced by the following:

This insurance does not apply to:

- 1. Any aircraft; or
- 2. Any watercraft except a watercraft under 51 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under Non-Owned Watercraft Coverage, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

Liability Coverage is changed by adding the following to **Who is an Insured**:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESSES (90 days)

As used in this endorsement:

"Insured" means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you and over which you maintain ownership or majority interest.

However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or

4. 90 days or more after its acquisition or formation by you.

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A.** The **Policy Period, Coverage Territory** Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that occurs during the policy period shown in the Declarations within the coverage territory.

For the purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

1. The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
2. The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B.** We will not provide Limited Worldwide Liability Coverage for any "work you performed".

SERFF Tracking Number: *CNNA-125699189*

State: *Arkansas*

Filing Company: *The Cincinnati Insurance Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *CCA-08-6012-AR*

TOI: *20.0 Commercial Auto*

Sub-TOI: *20.0001 Business Auto*

Product Name: *CCA-08-6012-AR*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125699189

State: Arkansas

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TOI: 20.0 Commercial Auto

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Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

06/19/2008

Comments:

Attachments:

F778AR_307[1].pdf

F777AR_307[1].pdf

Satisfied -Name: MEMORANDUM

Review Status:

Approved

06/19/2008

Comments:

Attachment:

FSMEMO1.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CCA-08-6012-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	AA 276	10/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AA 276 05 06	CCA-07-6003-AR
02	AA 277	10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AA 277 05 06	CCA-07-6003-AR
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CCA-08-6012-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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SEE MEMORANDUM

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT FILING

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**ARKANSAS
DIVISION ONE – COMMERCIAL AUTO
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
AA 276 10 07	AA 276 05 06	<p>BROADENED COVERAGE – GARAGES WITH TOBACCO HEALTH HAZARD EXCLUSION New exclusions are added following the changes to other liability coverages. Per past CGL changes, revised the Personal Injury and Advertising Injury coverage by replacing the separately defined terms “personal injury” and “advertising injury” with the new term “personal and advertising injury”;</p> <p>SECTION I, A. Coverage, 2. - Revised the Supplementary Payments Coverage Extension to clarify that these supplementary payments will not reduce the Personal and Advertising Injury Limit of Insurance;</p> <p>SECTION I, B. Exclusions – Added the following exclusions: B.1.a.(2) Acts done with knowledge they would violate the rights of another; B.1.a.(5) – Arising out of a criminal act (replaced willful violation of a penal statute) B.1.a.(9) – Chatrooms; B.1.a.(10) – Unauthorized use of names or products in metatags; B.1.a.(11) – Infringement of intellectual property rights (except as provided under this coverage); B.1.a.(12) – War B.1.a.(14) – Unsolicited faces, e-mails, etc. B.2. – Bodily Injury arising out of “personal and advertising injury” (Added to Section II – Liability Coverage of the Garage Form; as this exposure is now covered under Personal and Advertising Injury).</p> <p>SECTION I, C. Personal and Advertising Injury Limit of Insurance Added language to this section to subject Personal and Advertising Coverage to the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.</p> <p>SECTION I. D. Additional Definitions D.1. – Adding new term “Advertisement” D.3. – Replaced the terms “personal injury” and “advertising injury” with “personal and advertising injury”.</p> <p>SECTION III – FIRE OR EXPLOSION LEGAL LIABILITY COVERAGE, C. Added language to include Fire and Explosion Legal Liability Coverage under the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.</p>

SECTION V – NON-OWNED WATERCRAFT COVERAGE, A.2. Revised to show watercraft under 51' (previously 50').

SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE, A.2.

Added coverage for “personal and advertising injury” offenses that occur over the Internet or similar electronic means.

AA 277 10 07

AA 277 05 06

BROADENED COVERAGE – GARAGES WITH FUNGI OR BACTERIA AND TOBACCO HEALTH HAZARD EXCLUSIONS

New exclusions are added following the changes to other liability coverages. Per past CGL changes, revised the Personal Injury and Advertising Injury coverage by replacing the separately defined terms “personal injury” and “advertising injury” with the new term “personal and advertising injury”;

SECTION I, A. Coverage, 2. - Revised the Supplementary Payments Coverage Extension to clarify that these supplementary payments will not reduce the Personal and Advertising Injury Limit of Insurance;

SECTION I, B. Exclusions – Added the following exclusions:

B.1.a.(2) Acts done with knowledge they would violate the rights of another;

B.1.a.(5) – Arising out of a criminal act (replaced willful violation of a penal statute)

B.1.a.(9) – Chatrooms;

B.1.a.(10) – Unauthorized use of names or products in metatags;

B.1.a.(11) – Infringement of intellectual property rights (except as provided under this coverage);

B.1.a.(12) – War

B.1.a.(14) – Unsolicited faces, e-mails, etc.

B.3. – Bodily Injury arising out of “personal and advertising injury” (Added to Section II – Liability Coverage of the Garage Form; as this exposure is now covered under Personal and Advertising Injury).

SECTION I, C. Personal and Advertising Injury Limit of Insurance

Added language to this section to subject Personal and Advertising Coverage to the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.

SECTION I. D. Additional Definitions

D.1. – Adding new term “Advertisement”

D.3. – Replaced the terms “personal injury” and “advertising injury” with “personal and advertising injury”.

SECTION III – FIRE OR EXPLOSION LEGAL LIABILITY COVERAGE, C.

Added language to include Fire and Explosion

Legal Liability Coverage under the Aggregate Limit of Insurance – “Garage Operations” – Other Than Covered “Autos”.

SECTION V – NON-OWNED WATERCRAFT COVERAGE, A.2. Revised to show watercraft under 51’ (previously 50’).

SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE, A.2.

Added coverage for “personal and advertising injury” offenses that occur over the Internet or similar electronic means.